

claims obviate the §112, second paragraph, rejection.

35 U.S.C. §102 (b) and (e) and §103(a) Rejections

The Examiner has rejected claims 1 - 14 under both §102 and §103 using US Patent 4,759,486 of Pigott, US Patent 5,849,122 of Kenmochi, and US Patent 5,362,120 of Cornille as references to show that claims 1 - 14 are either anticipated by or at least obvious in light of these references. The Applicants' undersigned attorney has cancelled rejected claims 1 - 14 and has added new claims 15 - 22 which the Applicants believe better represent the novel features of the invention described in the Pending Application. Namely, independent claim 15 includes several new and novel limitations which are not disclosed, suggested, or rendered obvious by any of the prior art of record.

Specifically, independent method claim 15 includes the following novel step: "...consistently using only said determined coverage percentage to adhesively bond all of said plurality of joint types which are of said certain type of joint throughout said business enterprise, thereby establishing standards for all adhesively bonded joints within said vehicles manufactured by said business enterprise." (See Independent Claim 15 above) (emphasis added). The above step discloses the novel limitations of consistently using a certain adhesive

coverage percentage (for a certain type of joint) throughout the business enterprise. This desirably causes a company employing this method to ensure that it is always using an adequate amount of adhesive to create a strong bond, while ensuring that this bond is not achieved without causing adhesive seepage out of the formed joint. (See Pending Application at page 8, lines 4 - 21). The Applicants' undersigned attorney respectfully asserts that none of the art of record disclose or suggest that a business should calculate joint coverage percentages (for various types of joints) that create both strong bonds and which eliminate seepage, and to consistently apply these coverage percentages throughout all of the business' manufacturing practices (i.e., creating "standards" that are followed by that business whenever it forms an adhesively bonded joint).

In the Office Action, the Examiner cites references which merely disclose that certain joints are adhesively bonded and that, in essence, it would be obvious to "conduct routine experimentation in order to find the best coverage area for creating the strongest bond without the risk of adhesive seepage". The Examiner's analysis, however, does not take into account that this obvious and routine experimentation does not anticipate or suggest that a business entity should or would apply the information gained from this experimentation to always use a determined coverage percentage every time a certain type

of joint is formed throughout the business entity's operations.

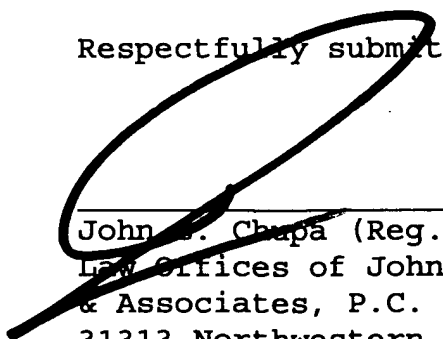
As demonstrated by the Cornille reference cited by the Examiner, conventional joint forming methodologies do not consistently attempt to both ensure bond strength and to eliminate seepage. Namely, Cornille discloses that holes should be formed along the length of the joint in order to allow seepage outside the joint to allow inspection (i.e., to ensure there actually is enough adhesive in the joint). (See Cornille at column 4, lines 6 - 16 and Figures 3 - 5). In fact, all of the references cited collectively demonstrate that there are currently a large number of different ways to adhesively form joints available to a business enterprise and this fact shows that the methodology claimed by the Pending Application of consistently using a particular adhesive coverage percentage throughout the business enterprise whenever a certain type of joint is formed desirably eliminates the need to conduct "routine experimentation" for every joint.

An inherent advantage of "standardizing" the adhesive joint forming process by a business enterprise is that the business enterprise can accurately predict how a particular type of joint will act and will therefore desirably allow the business enterprise to "design around" this standardized or constant group of joints when, for example and without limitation, analyzing how a newly designed vehicle will react to a simulated

crash. That is, forming the adhesively bonded joints in a consistent manner inherently allows the business enterprise's vehicle designers to work with the knowledge that all adhesively bonded joints will be made according to a certain process. This knowledge operates as a "constant" for these designers and is one less factor that must be analyzed and/or contemplated during the vehicle design process, which could desirably reduce the amount of time required to design the business enterprise's new vehicle's.

For all of the above mentioned reasons, the Applicants' undersigned attorney respectfully asserts that the Examiner's rejections have been overcome by the above new claims and that the Pending Patent Application overcomes the Examiner's rejections and is now patentable. Such allowance is respectfully requested. If the Examiner has any further questions regarding this matter, please feel free to call Applicants' undersigned attorney at (248) 865-9588.

Respectfully submitted,



John A. Chupa (Reg. No. 33,483)
Law Offices of John Chupa
& Associates, P.C.

31313 Northwestern Hwy., Suite 205
Farmington Hills, MI 48334
(248) 865-958